PRE BID QUERY REPLIES FOR "Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment for the work of Collection, Primary Transportation, Secondary Transportation of C&D waste to Existing Processing Plant for a Concessionaire period of 15 years" in Package - 1 (750 TPD), Package - 2 (500 TPD), & Package - 3 (500 TPD)

SL.NO	REFERENCE VOL/PAGE NO/ CLAUSE	TEXT PROVIDED IN RFP/DCA/PIM	QUERY IN DETAIL	REPLY	REMARKS
1	PAGE 3, Point O - The financial bids of technically qualified bidders of each package shall be opened in chronological order starting from Package 1, Package 2 and Package 3. It is to notify that one bidder shall be awarded only one package as per the bid opened in the above-mentioned chronological order	RFP	Can multiple packages be awarded to one bidder	Tender conditions prevail.	
2	PAGE 22, 2.2.2.2 - . Establish the call centre to attend the public redressal and complaint resolving mechanism as per the guidelines of SWM 2016 rules or any rules prevailing to attend the complaints as per the DCA clauses.	RFP	Is it required to establish separate call center for each package	Tender conditions prevail.	

3	PAGE 23, 2.3.5 -The mechanism for surveillance of C&D waste in order to avoid the duplication of waste collected & disposal should be implemented by the concessionaire. The same will be integrated with BSWML control command centre.	RFP	If separate call center done for each package. how to avoid duplication, and how to allocate zones without conflicting the adjoining areas between the concessionaires.	As per the scope of work vide clause-2.2.1 and sub clauses vide 2.2.2.1& 2.3.27 indicated the procedure to be adopted to track the waste collection and transportation and the same tender conditions shall prevail.	
4	PAGE 23, 2.3.7 - Install GPS in all vehicles at its own cost and provide MIS data to BSWML on a monthly basis and whenever required by BSWML intermittently.	RFP	Is the GPS unit cost/installation/maintenance is included in ROI, while calculating O&M period specified for 15 years	Tender conditions prevail.	
5	PAGE 23, 2.3.9 - For less than 1 MT of C&D Waste generator i.e Small Generator who has not registered with BSWML and their payment is not reflected in ESCROW account, in such case the Concessionaire has to provide service with small size containers after registering the requirement of the removal of such waste for less than 1 MT C&D Waste after confirmation of payment receipt paid to BSWML.	RFP	The payment should be directly made to the concessionaire	Tender conditions prevail.	

6	PAGE 24, 2.3.14 - If there is a difference between quantity registered and payment made in ESCROW account and actual C&D Waste found on the site, then Concessionaire shall inform BSWML, in cases the generator shows subsequent confirmation for remaining quantity then the concessionaire shall collect the C&D.	RFP	If the confirmation delayed it will effect the vehicle movement and causes delay in attending waste collection leading to penalty so the Generator will have to pay penalty if the confirmation delayed beyond 2 hrs.	If there is a difference in quantity of waste recorded with authority and the actual waste transported from the geo linked waste generator and such difference in the quantities shall be handled by authority with the source generator. The actual quantity transported by the concessionaire shall be recorded and paid accordingly.	
7	PAGE 24, 2.3.15 - Concessionaire has to install Load Cells/ On-board weighing mechanism	RFP	Onboard load cell is currently not cost effective and reliable as the maintenance cost is high so, kindly don't make the onboard load cell compulsory.	The provision of load cells in the scope of work in all vehicles is deleted. It is mandatory that the concessionaire must connect the entire tracking mechanism, GPS/RFID, CCTV, mobile app and all relevant scope of Vehicle tracking mechanism of the RFP to the ICCC of authority.	Refer Addendum
8	PAGE 24, 2.3.15 - A periodic physical test checks shall be conducted by a designated team appointed by the authority to	RFP	Who will be authority checking and kindly elaborate the term "Physical checks that shall	Independent Engineer shall check the physical quantities on random basis to resolve the disputed if	

	check the balance sheet of the weight recorded through online mechanism and resolve the disputes if arises at any point of time during the concessionaire period		be conducted".	any.	
9	PAGE 25, 2.3.27 - The concessionaire must provide all necessary hardware (e.g. Computers, GPS etc.) and necessary connectivity with BSWML server. The concessionaire to comply with server requirements of BSWML.	RFP	Is concessionaire scope is to provide hardware for interfacing the BSWML server only.	Refer clause 2.2.2.1& 2.3.27 in RFP and tender conditions prevail.	
10	PAGE 26, 2.3.33 - The concessionaire shall collect & transport the waste generated as per the proposal, if it is less or more than indicated in contract then in such case the concessionaire shall be dealt to account the same as per the accepted rate per ton and the concessionaire is bond to follow the same as per the instruction of authority.	RFP	Minimum 90% tonnage of the Vehicle capacity should be considered for billing as shifting lesser quantity only will leed to transportation losses	Tender conditions prevail.	
11	PAGE 30, 6.3 - A Digital display to monitor the pollution /	RFP	Is the online pollution control monitoring and displaying is	Yes, Tender conditions prevail.	

	dust will also be provided by Concessionaire.		included in budget		
12	PAGE 52, 5.2.2 - The BSWML expect all the Key Personnel to be available during implementation of the Agreement. The BSWML will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the BSWML. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Concessionaire. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the	RFP	The project is running for 15 years and depending on the performance, age and health the man power may be changed with suitable replacement, but attracting fine and termination for change of key persons due to unavoidable circumstances to be considered and waved off.	The replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	Refer Addendum

	Concessionaire or termination of the Agreement.				
13	PAGE 29, 10. Conclusion , point 2 - The BSWML shall establish the Escrow account and collect the cess from the construction activities through BESCOM based on per sq.km. based on per sqm. Basis of plan section for modification /alteration/renovation/new construction activities.	PIM	Why cess is collected through BESCOM?	This is an internal mechanism of the authority to collect the user fee, and the same shall be collected from source generator through either BESCOM or any other modes and deposited in ESCROW account.	
14	PAGE 29, 10. Conclusion, point 3 - The tipping from bulk waste generators shall be collected by concessionaire directly through an MOU before start of the collection, transportation of the waste from bulk waste generators with a prior intimation to BSWML. Government shall issue directions to Bulk waste generators to this effect	PIM	MOU is agreed between Generators and Concessionaire only no other party involved	Tender conditions prevail.	

15	PAGE 60, Point 3 - Specific Experience in establishment of RFID/GPS system for Primary & Secondary transportation for C&D Waste Management for any government department of India.	RFP	Does this require the certificate issued by not lower than the rank of Executive Engineer rank or equivalent.	Tender conditions prevail.	Refer addendum
16	PAGE 52, 5.2.2 - The BSWML expect all the Key Personnel to be available during implementation of the Agreement. The BSWML will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel	RFP	Does this applicable only for the period of execution and later during the operation can the Key personals can be changed without any obligations and penalties.	The replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	Refer Addendum
17	Route map for package	PIM	C&D waste generation in not equally distributed among packages, will it be demarked equally to all the concessionaire.	The collection of C&D waste is within 5.00 Km radius of the transfer station of each package. The jurisdictional map shall be finalized after award of works to the agencies. Refer annexure-1 for tentative locations.	

18	PAGE 53, Point 5.3 - Indemnity	RFP	The entire operation depend on quality and quantity of the C&D waste, it would be too harsh to have 3 times value of the agreement indemnify for BSWML , kindly reduce it to 3% of the agreement value.	The indemnity of the contract shall be dealt as per section 124 of the Indian contract act,1872.	Refer Addendum
19	1. Scope of Proposal Point 2.1 Page 23	Scope of work for Collection, Transportation and processing of C&D Waste for the Package of 750 TPD capacity	Minimum tonnage guarantee of 750 TPD should be given	Tender conditions prevail.	
20	2.3.36 Page 27	Mobilization Period: 01 months from the date of receipt of letter of acceptance or from the date of handing over of the facilities, whichever is later.	Minimum 4 months for the mobilization period required	Tender conditions prevail.	
21	Note Point 2 Page 31	2. the above rate of penalties will be increased by 10% every year rounding off to the nearest rupee.	Request to delete this clause	The escalation of penalty is in same proportion of escalation in prices as mentioned in the RFP and DCA which is 5% YOY.	Refer Addendum

22	5.2 Substitution of Key Personnel Page No. 57	As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Concessionaire. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Concessionaire or termination of the Agreement.	we will provide same qualified personnel for the task. Hence, request to delete this clause	The penalties for replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	Refer Addendum

23	5.2 Substitution of Key Personnel Page No. 58	5.2.3. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Concessionaire or termination of the Agreement unless the reasons recorded are satisfied and substitution equal or more experienced is acceptable in unavoidable circumstances without prejudice.	We will provide same qualified personnel for the task. Hence, request to delete this clause	The penalties for replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	Refer Addendum
24	1.4.2 Category-1: Page No.63	b. Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation.	Request to consider MSW Waste	The clause 1.4.2 Category category-1 (b) is modified as follows: "The specific experience in collection & transportation of C&D is added the word "(and/ or MSW)". Accordingly, the eligibility criteria shall be considered.	Refer Addendum

25	2.0 Scoring Page No.66	Specific Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation: a. Experience of more than 5 Years =15 Marks b. Experience of more than 3 Years=10 Marks c. Experience of more than 1 Year=08 Marks d. Iflessthan1 Year experience=0 Marks	Request to consider MSW Waste	The scoring for A (2) pertaining to specific experience in Collection & Transportation of waste is herewith read as follows: The "specific" word stands deleted from the sentence "specific experience" The scoring clause A (2) hereby read as follows: "The experience in collection & transportation of C&D (and / or MSW)".	Refer Addendum
26		Due date: 26.09.2024	Request for extension min 20 days		Refer Addendum

27	1.4.2 Category-1: Page No.63	b. Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation.	Having experience in the collection and transportation of C&D waste and municipal waste to be considered.	The clause 1.4.2 Category category-1 (b) is modified as follows: "The specific experience in collection & transportation of C&D is added the word "(and/ or MSW)". Accordingly, the eligibility criteria shall be considered.	Refer Addendum
28	Note Point 2 Page 31	2. the above rate of penalties will be increased by 10% every year rounding off to the nearest rupee.	Please delete this clause	The escalation of penalty agreed in same proportion of escalation in prices as mentioned in the RFP and DCA which is 5% YOY.	Refer Addendum

29	5.2 Substitution of Key Personnel Page No. 57	As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Concessionaire. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Concessionaire or termination of the Agreement.	kindly request to delete this clause we will provide same qualified personnel. Hence delete the clause	The penalties for replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	Refer Addendum

30	5.2 Substitution of Key Personnel Page No. 58	5.2.3. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Concessionaire or termination of the Agreement unless the reasons recorded are satisfied and substitution equal or more experienced is acceptable in unavoidable circumstances without prejudice.	kindly request to delete this clause we will provide same qualified personnel for the task	The penalties for replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	Refer Addendum

31	2.0 Scoring Page No.66	Specific Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation	Having experience in the collection and transportation of C&D waste and municipal waste to be considered.	The scoring for A (2) pertaining to specific experience in Collection & Transportation of waste is herewith read as follows: The "specific" word stands deleted from the sentence "specific experience" The scoring clause A (2) hereby read as follows: "The experience in collection & transportation of C&D (and / or MSW)"	Refer Addendum

32	RFP, Pg 35, Clause 4.4	"A bidder/ applicant should either be a company within the meaning of Companies Act, 2013 or duly incorporated under the relevant laws of its country of origin, or a registered partnership firm under Indian Partnership Act, 1932, or a limited liability partnership under Limited Liability Partnership Act, 2008, or a partnership firm registered under the relevant laws of its country of origin, or any combination of them……"	Proprietorship firms are not mentioned here. As all other type of firms are eligible to participate, Proprietorship firms meeting the eligibility criterions cannot be denied an opportunity to participate in the tender process. Hence, this clause may please be amended to include Proprietorship firms also.	Yes agreed. Proprietorship firms are allowed to participate in bidding system	Refer Addendum

33	RFP, Pg 24, Clause 2.3.13 and PIM Page 14 Clause 4.3.11 (c)	"In case the bulk generator transports the waste directly to the processing plants site on his own cost then the Bulk generator shall seek prior approvals for the accepted transport mechanism being accepted by BSWML and bulk generator has to pay the fee towards the processing fee to the processing plant agency as per the rates approved by BSWML."	This will erode into the projected revenue of the concessionaire. He will have to service his borrowings (for Capital expenses) and meet OPEX expenses. If the projected revenue is not realized - because of direct transport by Bulk Generators, his revenue realization will fall short. Bulk Generators should be fully prohibited from transporting directly to processing Plant and should be directed to utilise the services of the authorised concessionaire by following provision as per clause 2.3.16 Page 24(Vol 1).	It is clearly indicated vide clause 2.3.12 that the clause 2.3.13 also states that the bulk waste generators have use the BSWML accepted transportation mechanism which is under the purview of these C&D packages. Tender condition prevails. As such authority will approach government to issue the standard guidelines to be issued to BWGs to adopt the C&D concessionaires transportation mechanism.	

34	RFP, Pg24, Clause 2.3.16	"A procedure shall be established that "all BWG shall send a request letter to BSWML indicating the approximate quantity to be generated from the either new construction, demolition or renovation indicating the tentative quantity. In turn BSWML through system shall intimate to the concessionaire to collect the waste from such BWG. The rates for C&T shall remain same as approved rates under this contract. The payment based on the approved quantities shall be paid directly from BWG to concessionaire….."	This clause should be strictly enforced as against the Provisions of clause 2.3.13, which should be deleted as it will erode into the projected revenue of the concessionaire.	Tender condition prevails.	
35	PIM Pages 9 to 10 Clauses 1.4.1 to 1.4.4	In These clauses the various ill effects if Private \un-organised operators carrying C & D Waste is very clearly illustrated and the details of carbon generation by	To curb such rampant carbon generation and to ensure a scientific and organised collection and Transportation of C & Waste as envisaged in this tender, BSWML may	The bidder is free to propose his approach methodology. Tender condition prevails.	

		these old and Single axle Trucks.	consider a complete ban on operation of such agencies through proper legislation. AND consider mandatory deployment of Electric Trucks only for this project.		
36	RFP, Pg26, Clause 2.3.36	"Mobilization Period: 01 months from the date of receipt of letter of acceptance or from the date of handing over of the facilities, whichever is later. Mobilization period includes time to obtain all the necessary clearances & approvals from relevant authorities and deploy vehicle and manpower for collection & transportation mechanism."	It is practically very difficult to mobilise the required resources like vehicles etc., and to obtain all the necessary clearances and approvals. Hence, a mobilisation period of at least 3 months may be provided.	Tender condition prevails.	

37	RFP, Pg30, Cl 5.2.2 And PIM Pg21, Clause 11.4	"This being a green initiative, may be entitled to Carbon Credits & Green Credits. The Concessionaire may be required to apply for availing the carbon credits and can avail the same. If credits are generated, they will be shared in 70% (Concessionaire) to 30% (BSWML)."	As the Concessionaire is investing fully and is also operating the Project, justifiably he should be entitled to all the Carbon Credits-if available. At best a nominal 10% may be shared by BSWML leaving 90% to the concessionaire.	Tender condition prevails	

<table>
<tr>
<td>38</td>
<td>DCA, Page 23,
Clause 2.3.1</td>
<td>“The Contractor shall achieve Collection, Transportation from Commercial Operation Date in the following manner.”
<table>
<tr><th>Sl. No</th><th>Period</th><th>Benchmark</th></tr>
<tr><td>1.</td><td>By 6 Months from COD</td><td>75%</td></tr>
<tr><td>2.</td><td>By 12 Months from COD</td><td>100%</td></tr>
</table>
</td>
<td>It will be difficult to achieve these bench mark results. This may please be amended as follows:
1. By 6 Months from COD -- 50%
2. By 12 Months from COD-- 75%
3. By 18 Months from COD -- 100%</td>
<td>Tender condition prevails</td>
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</table>

39	DCA, Page 83 Clause 18.2 (b)	"Minimum Escrow Balance At all times, to maintain the minimum balance in the Escrow Account (the Minimum Escrow Balance "The cess collected from the pollution generator as per the law shall be deposited in escrow account and same shall be available to pay the tipping fee to the concessionaire"):"	Please confirm that the "cess" so collected would be sufficient to cover the total tipping fee to be paid to the concessionaire. Otherwise, what are the other sources of funds to pay agreed tipping fee to the concessionaire? Please clarify.	The payment shall be released to the concessionaire as per the payment conditions mentioned in DCA. Fund for the same shall be arranged by Government either collection of cess or meet through other governments funds is at the discretion of the authority	

40	DCA, Pg83 Cl 18. 2 (c)	“BSWML shall be entitled to withdraw amounts from the Escrow Account in accordance with the provisions of this Agreement and the Escrow Agreement.”	Please furnish details as to under what circumstances BSWML would be entitled to withdraw amounts from “Escrow” Account? Usually, Escrow accounts are meant to finance the project\make payment to Concessionaire. In this project all CAPEX and OPEX are being incurred by the concessionaire and there is no financial involvement of BSWML. Then to what end would they be entitled to withdraw funds from escrow account? Please clarify.	Tender condition prevails.	

41	DCA, Page 83 Clause 18.3 (a)	"The Construction Payments and the O&M Payments are inclusive of all Taxes and the concessionaire is fully responsible for such taxes, levies, cess or GST as applicable."	According to this clause construction payment and O & M payment will be inclusive of GST also. Whereas as per page 4, clause (l) of RFP: The quoted rates shall be excluding GST. Applicable GST shall to the concessionaire as per reimbursement claimed based on applicable GST norms. Please confirm that the Construction payment and O & M payment are EXCLUSIVE of GST and GST as applicable would be reimbursed at applicable rates in force.	Applicable GST shall be paid to the concessionaire as per reimbursement claimed based on applicable GST norms.	

42	DCA, Page 83, Clause 18.4.1 and 18.4.2	"18.4.1: Schedule 1: 50% of the payment shall be processed as the invoice is submitted by concessionaire and the same shall be released within 7 working days 18.4.2 Schedule 2: Balance 50% of the payment shall be released after verifying the actual quantities based on the online tracking mechanism and after deduction of non-performance based on GPS mismatch, penalties."	As the concessionaire must meet his EMI payments, Payment of Salary and other statutory dues, these two clauses may please be amended to read as: 18.4.1: Schedule 1: 75% of the payment shall be processed as the invoice is submitted by concessionaire and the same shall be released within 7 working days 18.4.2: Schedule 2: Balance 25% of the payment shall be released after verifying the actual quantities based on the online tracking mechanism and after deduction of non-performance based on GPS mismatch, penalties. This will help the concessionaire to meet his financial necessities and pay full attention to awarded work.	Tender condition prevails	

43	RFP, Pg57, Cl 1.4.2(b)	"Specific Experience in collection & transportation of C&D waste for any government department of India using: Auto tippers for primary collection and Hook loaders for secondary transportation."	Collection & Transportation of MSW is not much different in comparison to C&D Waste using Auto tippers & Hook loaders/Compactors. Therefore, to encourage competition, we request that this clause be amended to allow bidders, with experience of even MSW Primary & Secondary Collection & Transportation experience using any type of vehicles.	The clause 1.4.2 Category category-1 (b) is modified as follows: "The specific experience in collection & transportation of C&D is added the word "(and/ or MSW)". Accordingly, the eligibility criteria shall be considered	**Refer addendum**

44	RFP, Pg57, Cl 1.4.2(c)	“Specific Experience in establishment of RFID/GPS system for Primary & Secondary transportation for C&D Waste Management for any government department of India.”	The idea behind this qualification criterion is to check bidder’s experience in terms of use of GPS/RFID technology in Municipal/ Government contracts. The technology & solution is no different when implemented in collection & transportation of MSW/ C&D Waste. So, we request that this clause be amended to allow bidders with experience of use of GPS/RFID technology in Collection & Transportation of MSW/C&D Waste projects.	Agreed the request of the bidder.	Refer addendum

45	RFP, Pg61, Cl 2.1(c)	"Section-C: RELEVANT EXPERIENCE OF KEY PERSONNEL (The conditions of the eligibility for the key personnel towards (1) Professional Qualification, (2) Length of Professional Experience and (3) Experience on Eligible Assignments" (iii) Conditions of Eligible for Key personnel: Each of the Key personnel must fulfill the conditions of the eligibility specified below:	Sir, All Project specific Personnel are hired and deputed only when a project has been awarded. BSWML may retain this condition pertaining to qualification and experience of Key personnel to be deployed for the project, but should not include this as a criterion for evaluation of the bidder. BSWML may please amend this clause and delete it from the marking scheme Just as there are specifications for all asset deployment regarding the project, BSWML may specify such conditions pertaining to deployment of Key Personnel in this RFP. And add in a condition that key personnel may be deployed by the successful bidder only after approval from BSWML.	Tender condition prevails	

46	DCA, Pg 82, Clause 18.2(a) DCA,Pg94, Cl20.2(c) DCA, Pg200, Cl2.3(a)(i)	"…….The Escrow Agreement shall set out the terms of appointment of the Escrow Bank, and Concessionaire obligation to deposit the Monthly payment of royalty and revenue sharing in accordance with this agreement with the Escrow Bank and terms of withdrawal of amounts from the Escrow Account by authorizing the client to withdraw the royalty and revenue sharing amount on monthly basis." "All payments by concessionaire required to be paid to BSWML towards Royalty and revenue sharing shall deposit in the Escrow account." "The Concessionaire shall deposit in the Escrow Account an amount equivalent to the first [12 (twelve)] times the amount	There is no Royalty or Revenue sharing involved in this tender. Kindly amend or delete these clauses accordingly.	Refer Addendum	Refer addendum

		equals to Royalty amount plus the revenue sharing amount as agreed shall be deposited with escrow account prior to the Compliance Date.”			
47	General	Kindly, extend the bid submission due date by at least 10 to 15 working days to allow bidders to incorporate the changes and prepare the bids.		Refer addendum	Refer addendum.
48	Page no. 2 0f RFP	CALENDAR OF EVENTS: 2. Date of Pre bid meeting: 17.09.2024 at 15:00 hours in office of the Chief Engineer & Chief General Manager (Tech), BSWML, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560052.	We are planning to conduct a detailed site survey. Hence, we request you to kindly arrange the Second Pre-bid meeting to address our detailed queries/ additional queries. We request 2 weeks extension for 2nd queries submission.	Refer Addendum for revised date of submission of bids.	Refer Addendum

49	Page no. 2 0f RFP	CALENDAR OF EVENTS: 3. Last date of submission of Bids in KPP Portal: 26.09.2024 before 16:00 hours.	We would like to kindly request an extension of 4 weeks from the original due date. This additional time will allow us to submit the best Techno-Commercial bid.	Refer Addendum for revised date of submission of bids.	Refer Addendum
50	Cl. 2.3.15 Page No. 25 of RFP	For unclaimed debris in any ward, the concessionaire in the presence of BSWML's staff will take minimum Two (2) Geo-Tagged photographs of the C&D Waste Pile from different angles, which will mention its date, time and location before and after collecting the waste. Two (2) Geo-Tagged photographs each, before and after collecting the C&D Waste, shall be uploaded on the mobile application/ system and shall be submitted along with the monthly bill.	On Board weighing Mechanism, although available in market, is not a proven technology. Traditional Weighbridge system for weighing can be installed at transfer stations and processing plants.	The scope pertaining to load cells is deleted from the scope and remaining scope as per DCA clause 2.1 to 2.24 retained.	Refer Addendum

		Payment of unclaimed debris shall be made by BSWML as per the record. Concessionaire has to install Load Cells/ Onboard weighing mechanism/ RFID with vehicle tracking mechanism on all the vehicles deployed for the project. The online RFID/GPS mechanism shall record the specific weight at every spot of claimed and unclaimed C & D Waste collected by the concessionaire shall be recorded, and accordingly the payment shall be calculated through online record of weight management through RFID/ GPS mechanism. A periodic physical test checks shall be conducted by a designated team appointed by the authority to check the			

		balance sheet of the weight recorded through online mechanism and resolve the disputes if arises at any point of time during the concessionaire period.			
51	Cl 2.2.1 Pg. No. 19 of DCA	The concessionaire has to establish the comprehensive RFID/ GPS mechanism to containers, hook loaders and weigh bridges along with CCTV and connect the entire vehicle tracking mechanism and loading assessment mechanism to the central control command system of BSWML and monitor the same	We kindly request BSWML to allow weighing of C&D Waste at processing facilities weighbridge as vehicle manufacturers do not typically equip vehicles with load cells. We opine that the central control command system of BSWML is fully functional and possesses adequate IT infrastructure to monitor the concessionaire's activities. Consequently, the concessionaire is not responsible for upgrading the central control command system.	The provision of load cells in the scope of work in all vehicles is deleted. It is mandatory that the concessionaire must connect the entire tracking mechanism, GPS/RFID, CCTV, mobile app and all relevant scope of Vehicle tracking mechanism of the RFP to the ICCC of authority.	Refer addendum

			BSWML to confirm the same.		
52	Cl 2.2.15 Pg. No.21 of DCA	Contractor has to install a suitable weight calculation mechanism through online tracking system on all the vehicles and containers deployed for the project. Specific weight at every spot of claimed and unclaimed C & D Waste shall be recorded, and the contractor shall make the needful arrangement.	We kindly request BSWML to allow the weighing of C&D Waste at processing facilities weighbridge as vehicle manufacturers do not typically equip vehicles with load cells.	The weighment at processing facility/decentralized units shall be verified online through CCC. The loads cells are not mandatory requirement and the weighing shall be assessed based on GPS/RFID and VTM.	
53	Cl 2.2.14 Pg. No.20 of DCA	The concessionaire has to enter into an MOU with the Bulk waste generators in consultation with authority to handle the bulk waste. The signed copy between the parties need to submitted to authority.	In the event that bulk generators refuse to enter into an MOU and instead dispose of C&D waste at unauthorized locations, it may result in a revenue loss for the concessionaire. We request BSWML to take appropriate measures to ensure that the concessionaire is	Standard guidelines are in force to implement as per the C&D waste management 2016.	

			compensated for such losses.		
54	Cl 2.2.20 Pg. No. 21 of DCA	The Bidder has to dispose of the inerts at the suitable location and appropriate manner as per the methodology and rules of the receiving area and with approvals from competent authority.	We request BSWML to notify the disposal sites prior to the bidding process. This will allow bidders to plan their logistics, lead costs, and develop accurate bid pricing accordingly.	The final locations of disposal sites shall be intimated to successful bidder before signing of agreement. Tender conditions shall prevail	
55	Cl 3.2.6 Pg. No. 28 of DCA	To collect and Transport 750 TPD C&D Waste from the Project Area and Dispose the residual inert matter and rejected waste/ processing rejects [and air pollution control residue]in SLF facility.			
56	Cl 2.2.20 Pg. No. 21 of DCA	For inerts disposal from existing processing facilities payment shall be done to concessionaire on rate per Km basis including loading and unloading. However this rate is equivalent to the rate	Please mention the rate of disposal for transporting the inerts ?	The rate shall be mutually agreed upon with successful concessionaire before signing of agreement.	

		assessed internally for the secondary transportation.			
57	Cl 2.2.26 Pg. No.22 of DCA	The successful Bidder has to establish control room, workshop on the processing plant site itself.	As per Clause 2.2.1, a central control command system is to be established by BSWML to monitor the concessionaire's operations. Please confirm if this control room is in addition to the existing central command center. If it is an additional facility, we request BSWML to provide the land required for the control room.	Tender condition prevails.	
58	Cl 2.2.30 Pg. No. 22 of DCA	The contractor should keep a track of the generation of construction and demolition waste within the BSWML limits and establish a database and update on a regular basis	Request BSWML to delete this clause , as optimizing the processing facility is not the scope of this contract.	Tender condition prevails.	

		in-order to optimize its processing facility.			
59	Cl 2.2.30 Pg. No. 23 of DCA	Before commencement of services under this project, the contractor shall submit detail work plan for collection, transportation, processing & disposal of C & D waste and get it approved from BSWML	Request BSWML to delete this clause , as processing & disposal of C & D waste is not the scope of this contract.	Tender conditions prevail	
60	Cl 2.8.1 Pg. No. 25 of DCA	Phase I – Mobilization Period:1 month from the date of receipt of letter of acceptance or from the date of handing over of the facilities, whichever is later. Mobilization period includes time to start the process to obtain all the necessary clearances & approvals from relevant authorities and place orders to deploy vehicle and manpower for collection &	Obtaining all necessary permissions within one month from the date of the Letter of Award (LOA), prior to signing the agreement, is not feasible. Therefore, we request BSWML to extend the mobilization period to three months from the date of signing the agreement or from the date of handover of the project facilities, whichever is later.	Tender condition prevails.	

		transportation mechanism.			
61	Cl 2.9.2 Pg. No. 25 of DCA	The projects relating to C&D Waste may require a number of clearances including but not limited to the following: 1. Prior Environmental Clearance. 2. Clearance from Airport Authority of India (if the Landfill Facility is within 20 Kms from the airport). 3. Clearance from Development Authority. 4. Traffic Police clearance for vehicular movement in the city. Or 5. If any statement requirements specified by MOEF&CC, MOHUA, NITI AAYOG, CPCB and KSPCB.	Except point 04, rest of the permits are not related to C&T Tender. The P&D Concessionaire may take the other permits. Requested to delete this clause.	Tender conditions prevail	

62	Cl 4.1.3 (o) Pg. No. 32 of DCA	Ensure no fresh Waste is dumped at the unauthorized spots within defined jurisdiction of the concessionaire assigned to collect, transfer 750 TPD C&D Waste;	Please reconsider the removal of this clause from the Condition Precedents of the Concessionaire. As it is not within the control of the Concessionaire and Concessionaire is not enforcing authority to prevent generators from dumping C&D waste as it is entirely dependent on the Generator, it may not be appropriate to hold the Concessionaire accountable for fulfilling this condition.	Tender condition prevails.	
63	Cl 5.2.2 Pg. No. 39 of DCA	Before finalisation, the Concessionaire shall submit to BSWML and the BBMP the drafts of all Project Agreements and the Collection& Transportation Concession (if any) or any amendments or replacements thereto for its review and	We kindly request BSWML to delete this clause, as the project involves issuing numerous Purchase Orders (POs), Work Orders (WOs), and service agreements with various vendors. Requiring final approval from BSWML for each order would significantly	Tender condition prevails.	

		comments, and BSWML and the BBMP shall have the right but not the obligation to undertake such review and provide its comments and observations, if any, to the Concessionaire.	delay the process. We suggest that this clause be limited to major agreements or those with higher order values.		
64	Cl 6.1.2 (n) Pg. No. 47 of DCA	collect user fee as for source collection of C&D waste	This is only for Small & Medium generators and not for bulk generators. As per Cl. 2.2.14 Bulk generators shall pay directly to concessionaire. Request BSWML to confirm the same.	Yes, tender condition prevails.	
65	Cl 9.3.1 Pg. No. 54 of DCA	Security towards establishment of C&T facility is 5% of capital cost of C&T facility released after procurement completion within 3 months certified by Project Engineer and Authority. This security shall be held during the mobilization period.	As per Clause 9.1.1, the concessionaire is already providing a 9% bank guarantee during the mobilization and procurement period, which remains valid until the Commercial Operation Date (COD). Please confirm whether the additional 5% bank guarantee required is in	A total of 9% security deposit on total capital cost shall be provided by concessionaire. However, 5% of security deposit shall be released after COD & balance shall be held for O&M period.	Refer Addendum

			addition to the existing 9% bank guarantee for project facilities. If so, request BSWML to remove this clause. As 2 BG's for same requirement cannot be imposed.		
66	Cl 9.3.3 Pg. No. 54 of DCA	Security deposit towards O&M facilities is 9% of the O&M cost. O&M cost shall be defined as approved tipping fee per TPD for 1(one) month multiplied with the cumulative quantity per month.	As per Clause 9.1.1 (para 2), the concessionaire is already providing a 9% bank guarantee for the O&M period of the project in form of performance security. Please confirm whether the said BG is same as stated in Cl 9.1.1.	A total of 9% security deposit on total capital cost shall be provided by concessionaire. However, 5% of security deposit shall be released after COD & balance shall be held for O&M period	Refer Addendum
67	Cl 9.10 Pg. No. 57 of DCA	In accordance with Article 15.2.1 (e) (iv), the Concessionaire shall have submitted to the BBMP and BSWML, prior to the Execution Date, an unconditional and irrevocable bank guarantee to BSWML, issued by the technology	Already BG for 9% procurement & BG for 9% O&M are submitted. This additional 5% BG from technology provider doesn't have any relevance. Request BSWML to delete this clause.	Tender condition prevails	

		provider, corresponding to 5% (five per cent) of the aggregate capital cost of the machinery. (the "Technology Performance Security")]			
68	Cl 13.1 Pg. No. 63 of DCA	The independent engineer shall be appointed by BSWML to monitor the overall performance of the Concession with requisite technical expertise, knowledge and experience in the [design, engineering, construction, development, and operation] of [750 TPD C&D waste, waste collection & transportation facilities, material recovery facilities, and other machinery and facilities forming part of the 750 TPD C&D waste management system]	During the appointment process of the Independent Engineer (IE), we request that BSWML involve the concessionaire to ensure a fair and transparent selection process. BSWML is requested to specify the date by which the Project Engineer will be appointed.	Tender condition prevails	

69	Cl 13.2 Pg. No. 63 of DCA	All fees, costs, charges and expenses payable to the Project Engineer shall be borne by the Concessionaire at the rates mutually agreed by both the parties and in general the total fee for this purpose is as per the mutually agreed approved rates at the time of signing of the agreement	We request BSWML to reconsider the provision. As a common practice in most contracts, the Project Engineer's fees are typically covered either entirely by the Authority or shared on a 50:50 basis between the Authority and the Concessionaire. Additionally, since the Project Engineer is unilaterally appointed by BSWML.	The document condition prevails.	
70	Cl 13.2. Page 65 of DCA	Remuneration All fees, costs, charges and expenses payable to the Project Engineer shall be borne by the Concessionaire at the rates mutually agreed by both the parties and in general the total fee for this purpose is as per the mutually agreed approved rates at the time of signing of the agreement. The payment	Project Engineer and Independent engineer remuneration should be paid by BSWML. And if it is been deducted from concessioner bill, please indicate as a percentage of the project cost.	The document condition prevails.	

		towards consultancy charges for independent engineer shall be collected from the concessionaire as per the mutually agreed approved rates from each invoice and the payment to independent engineer shall be settled by BSWML. If any saving on this account, the same shall be returned to concessionaire after the financial closure of the accounts.			
71	Cl 18.2 Pg. No. 82 of DCA	The Escrow Agreement shall set out the terms of appointment of the Escrow Bank, and Concessionaire obligation to deposit the Monthly payment of royalty and revenue sharing in accordance with this agreement with the Escrow Bank and terms of withdrawal of	We kindly request BSWML to revisit the clause. Since the entire CAPEX for the project facilities is being solely borne by the Concessionaire, it seems illogical to require the Concessionaire to maintain a minimum balance in the Escrow account. As the O&M	Refer Addendum	Refer Addendum

		amounts from the Escrow Account by authorizing the client to withdraw the royalty and revenue sharing amount on monthly basis.	payments are made by BSWML to the Concessionaire, it would be more appropriate for BSWML to maintain the minimum Escrow balance. Also, BSWML is requested to specify the details regarding the royalty.		
72	Cl 18.2 Pg. No. 82 of DCA	Escrow Account (a) Prior to the COD Date, the Concessionaire, the BBMP, BSWML and the Escrow Bank shall enter into the Escrow Agreement and the Concessionaire shall open the Escrow Account with the Escrow Bank in accordance with the Escrow Agreement, which shall be operational until the expiry of the Concession Period. The Escrow	Entire article on Escrow Account need to be changed as it is based on royalty model to be changed to tipping fee model.	Refer Addendum	Refer Addendum

		Agreement shall set out the terms of appointment of the Escrow Bank, and Concessionaire obligation to deposit the Monthly payment of royalty and revenue sharing in accordance with this agreement with the Escrow Bank and terms of withdrawal of amounts from the Escrow Account by authorizing the client to withdraw the royalty and revenue sharing amount on monthly basis.			
73	Cl 18.2 (b) Pg. No. 83 of DCA	At all times, to maintain the minimum balance in the Escrow Account (the Minimum Escrow Balance "The cess collected from the pollution generator as per the law shall be deposited in escrow account and same shall	As per Cl 6.1.2 (m) maintaining minimum escrow balance is the obligation of BSWML. Request BSWML to confirm the same. Request BSWML to add a Clause " BSWML shall deposit minimum of 3 months O&M fee in	Tender condition prevails.	

		be available to pay the tipping fee to the concessionaire"):	advance" which is general practise across PPP mode projects in the country.		
74	Cl 18.4.2 Pg. No. 83 of DCA	Balance 50% of the payment shall be released after verifying the actual quantities based on the online tracking mechanism and also after deduction of non-performance based on GPS mismatch, penalties etc.	Request BSWML to mention the timeline for making the balance 50% payment.	Tender condition prevails.	
75	Cl 18.5 Pg. No. 85 of DCA	Default Interest: NOT APPLICABLE	Request BSWML to incorporate the clause (Interest on Delay Payments) as SBI PLR + 3%, to ensure the timely payments to the concessionaire	Tender condition prevails.	
76	Cl 18.7 Pg. No. 85 of DCA	The Concessionaire shall not be entitled to retain or set-off any amount due to the BBMP or BSWML by it, but the BBMP or BSWML may retain or set-off any	It must be on equal footings for both the parties. We request Authority to delete this clause. As 100% CAPEX is borne by the concessionaire and to	Refer addendum	Refer addendum

		amount owed to it by the Concessionaire under this Agreement which has fallen due and payable against any amount due to the Concessionaire under this Agreement.	safeguard his interests, amount shouldn't be set off by BSWML owed to concessionaire.		
77	Cl 19.4 (b) Pg. No. 89 of DCA	The Concessionaire shall make reasonable endeavours to ensure sale of most of the recovered waste products, materials, etc., so as to limit the quantum of waste which remains undisposed to maximum of [7% (seven per cent)] in a [year].	We request BSWML to delete this clause, as the processing and disposal (P&D) of waste is not handled by the contractor. Therefore, the amount of inert waste generated is not attributable to the (C&T) contractor, and the limitations related to inert waste should not apply to them.	The disposal of waste from existing processing facilities at the rates mutually greed for the inerts transportation is the responsibility of the transportation contract..	
78	Cl 19.4 (c) iii Pg. No. 90 of DCA	If the period of default in obtaining the ISO certification under this Article shall exceed a continuous period of [15 (fifteen)] months, the Concessionaire shall pay Damages to BSWML in	ISO Certification may not be applicable to this project. Request BSWML to delete this clause.	Tender conditions prevail	

		an amount equal to [5% (five per cent)] of the Performance Security.			
79	Cl 20.2 (c) Pg. No.94 of DCA	Concessionaire shall at all times and in any month of the Concession Period, ensure that in the Reserve Sub-Account ("Reserve Fund") under the Escrow Account, an amount equivalent to next [90 (ninety] days payable to BSWML, in accordance with terms hereof, is deposited and maintained.	As per Cl 6.1.2 (m) maintaining minimum escrow balance is the obligation of BSWML. Request BSWML to confirm the same.	The clause 20.2 (c) is deleted. However, as clause 6.1.2(m) maintaining minimum escrow balance is obligation of BSWML.	Refer addendum.
80	Cl 22.2.1 (c) Pg. No. 102 of DCA	In case of suspension of the performance of the O&M services pursuant to Article 22.2.1(a) for reasons not attributable to the Concessionaire, the Concessionaire shall be entitled to continue to receive the Capex Annuity along with interest, and the O&M Charges, for the period	As Capex grant is arranged by concessionaire alone, request BSWML to elaborate on this clause on receiving the capex annuity.	Tender conditions prevail	

		during which it suspends the performance of the O&M services pursuant to Clause Article 22.2.1(a).			
81	Cl 24.2.1 (j) Pg. No. 110 of DCA	failure of the Concessionaire to maintain a valid Mobilization Advance Guarantee in accordance with Article 9;	Please confirm whether any mobilization advance is granted to the concessionaire against the submission of a bank guarantee (BG). If no mobilization advance is provided, we request BSWML to delete this clause.	This clause is not applicable.	
82	Cl 24.3.1 Pg. No. 111	BSWML Event of Default	Request BSWML to please add the clause " If BSWML fails to allot encumbrance free land within timelines" this is just to safeguard the Concessionaire from the delay in handing over the land.	Tender condition prevails.	
83	Cl 25.1.2 Pg. No. 119 of DCA	Upon Termination on account of a Concessionaire Default during the Operations	Not in lines with Cl 24.4.7. Both the clauses are contradictory, request	Both are in order. Tender conditions prevail.	

		Period, Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 100% (One Hundred per cent)202 of the Book value of Project + 70% of the unexpired/future cash flow discounted at the rate of 12%. For the avoidance of doubt, the future cash flow shall be submitted and accepted by the Authority in the initial DPR.	BSWML to confirm which shall prevail.		
84	Cl 25.1.2 Pg. No. 119 of DCA	If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire i. Debt Due less Insurance Cover for assets under Concessionaire ownership; provided that if any Insurance claims forming part of the	Not in lines with Cl 24.4.12 , Both the clauses are contradictory, request BSWML to confirm which shall prevail.	Both are in order. Tender conditions prevail.	

		Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and ii. 110% (one hundred and ten per cent) of the Book value. If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to: i. 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and ii. 110% (one hundred and ten per cent) of the Book Value of Project. If Termination is on account of a Political			

		Event, the Authority shall make a Termination Payment to the Concessionaire in an amount as if it were an Authority Event of Default.			
85	Cl 25.2.1 Pg. No. 120 of DCA	Termination Compensation for Termination post the Completion Date but prior to the COD	Not in lines with Cl 24.4.5 and 24.4.7. Both the clauses are contradictory, request BSWML to confirm which shall prevail	Both are in order. Tender conditions prevail.	
86	Schedule 1 Cl 1.5 Pg. No. 155 (Note:1)	1. If the total penalty amount reaches 10% of operational cost of the year, BSWML may consider to terminate the Concession& initiate further legal action which may include blacklisting.	Request the authority to delete this provision. Blacklisting of a contractor should not occur after the contractor has invested so much money in the project. Kindly consider termination only if the contractor reaches a 10% penalty for a continuous period of 3 months due to its event of default, other	Tender condition prevails	

			than force majeure or the things beyond his control.		
87	Schedule 1 Cl 1.5 Pg. No. 155 (Note:2)	2. Rate of penalty will be increased by 10% every year rounding off to the nearest rupee.	Not acceptable. Across concession agreements, penalties are fixed for the entire concession period, it will not increase year by year. Hence please delete this provision.	The escalation of penalty agreed in same proportion of escalation in prices as mentioned in the RFP and DCA which is 5% YOY.	Refer Addendum
88	Schedule 1.1 Point 13 Pg no. 152	Deploy the necessary manpower, materials, equipment, tools to the site. The Concessionaire shall be responsible for construction of plants, sheds, support facilities for handling, separating, segregating and storing for the operation of the plant.	Request BSWML to delete this clause. As it is related to P&D.	The clause is deleted.	Refer Addendum
89	Article 6.1.2 (e) Pg. No. 47 DCA	provide the Sites on leave and license basis free from Encumbrance to the Concessionaire and ensure that no	BSWML is requested to please specify the Lease value of the Land to be handed over to the	Refer Addendum	Refer Addendum

		barriers are erected or placed on or about the Sites by any Government Instrumentality or persons claiming through or under any Government Instrumentality.	concessionaire for setting up of project facilities.		
90	General		What in case the concessionaire receives the additional waste of more than 750 TPD than the designated waste? BSWML to please clarify the same regarding handling of excess waste.	Tender conditions prevail	
91	General		If less than 750 TPD is generated over a period of time, BSWML is requested to compensate the Concessionaire for the revenue lost due to the shortfall in quantity, in order to help the concessionaire, recover the CAPEX amount. Also BSWML should assure	Tender condition prevails.	

			minimum guaranteed waste.		
92	General		Authority should issue Gazette notification regarding the revision of user fee every year to the Bulk generators to accommodate the increase the prices.	Tender conditions prevail	
93	General		We request to provide GPS location Coordinates of the Transfer Station and C&D Waste Processing Facility.	The final locations shall be intimated to successful bidder before signing of agreement. Refer annexure -1 for the tentative location of transfer stations & processing plants	
94	Page No. 2	e. The Transfer stations facility shall be provided/constructed by BSWML at its cost	Requesting the location of the transfer stations and confirmation of available infrastructure from the BSWML at the transfer station	The tentative location of transfer stations/processing facilities can be referred in Annexure-1 appended.	
95	Page No. 2	e. The Transfer stations facility shall be	If transfer stations are not ready before COD of	Handing over of the facilities is	

		provided/constructed by BSWML at its cost	C&D plant , BSWML and Concessionaire need to mutually agree on suitable compensation for transportation cost	responsibility of the Authority. The mobilization by concessionaire as per clause 2.3.36 of RFP. Tender conditions prevail.	
96	2.1 Section-1: Collection & Transportation:	2.1.2 Sub-Section-2: Primary Transportation: The filled containers from C&D waste generation points shall be carried by the optimum capacity of the hook loaders to be deployed and carry the filled containers to the transfer stations. The small size containers shall be transferred the waste into the larger size of 20.00 Cum or more capacity containers at the transfer stations. 2.1.3 Sub Section-3: Secondary Transportation**:** The secondary transportation through the hook loader of 28.00 T	28.00 T GVW is possible to carry only 14.00 Cum bin. Please modify.	The bidder shall propose their own approach methodology for collection & transportation mechanism which shall be reviewed by the Authority. Tender condition prevails.	

		GVW or more capacity to be deployed to carry the filled larger size containers from the transfer station to processing plant.			
94	2.2.1.1 Sub-Section-1: Page No. 22	Collection: The concessionaire shall procure the optimum required number of containers of 5.00 cum capacity along with suitable hook loaders to carry these containers. Deploy the minimum required labour at each C&D Waste collection spot to fill the containers. The filled containers need to be taken by hook loader within stipulated time mentioned in RFP and DCA. The minimum required containers to be deployed based on the assessment of the available quantity at source.	5.00 Cum Capacity containers can be emptied using technologies other than hook loaders, reducing capital cost for the bidders and O&M cost to the agency. Requesting to allow bidder to choose the primary collection mechanism.	The bidder shall propose their own approach methodology for collection & transportation mechanism which shall be reviewed by the Authority. Tender condition prevails.	

98	2.3.11 Page No. 24	For BSWML's other civil works / bulk generators having quantity equal or more than 20 MT per day or 300 MT per project per month there will be two cases as mentioned below. The C&D waste supplied by bulk waste generators are required to take the processed materials to their upcoming projects at the rates applicable as per the local SR rates.	please provide SR Rates	The latest KPWD-SR rates shall be applicable.	
99	2.3.12 Page No. 24	In case the bulk generator uses BSWML's Collection and Transportation services then the Concessionaire for this project will make arrangement for Collection, Transportation, and Processing & Disposal of C&D waste from bulk generators. Bulk generator will make payment to concessionaire directly per	Accounting problems may occur Request the BSWML to collect the payment from BWG and pay the Concessionaire as per the tipping fee.	Tender condition prevails.	

		the rates approved by BSWML.			
100	2.3.13 Page No. 24	In case the bulk generator transports the waste directly to the processing plants site on his own cost then the Bulk generator shall seek prior approvals for the accepted transport mechanism being accepted by BSWML and bulk generator has to pay the fee towards the processing fee to the processing plant agency as per the rates approved by BSWML.	Requesting Not to Allow Concessionaire has implemented C&T vehicles in selected areas, impacting waste delivery and payment between BSWML and Concessionaire.	Tender condition prevails.	
101	2.2.15 Page no. 25	Concessionaire has to install Load Cells/ Onboard weighing mechanism/ RFID with vehicle tracking mechanism on all the vehicles deployed for the project. The online RFID/GPS mechanism shall record the specific weight at every spot of	The mechanism is not functional anywhere in India. We request that the clause be deleted.	The provision of load cells in the scope of work in all vehicles is deleted. It is mandatory that the concessionaire must connect the entire tracking mechanism, GPS/RFID, CCTV, mobile app and all relevant scope of Vehicle tracking	Refer addendum

				mechanism of the RFP to the ICCC of authority. Refer Addendum	
102	2.4 Service level benchmarking:	2.4.1 The Concessionaire shall achieve Collection, Transportation from Commercial Operation Date in the following manner. 1. By Six Months from Commercial operation Date 75% Twelve Months from commercial operation date 100%	Considering the current collection system for C&D waste, it is challenging to meet the service level benchmark. Kindly requesting to delete the clause.	Tender condition prevails.	
103	Note Point 2 Page 31	2. the above rate of penalties will be increased by 10% every year rounding off to the nearest rupee.	Increasing penalties every year might have a bigger impact on bidders with lower income. So, kindly request you to consider removing that clause	The escalation of penalty is in same proportion of escalation in prices as mentioned in the RFP and DCA which is 5% YOY.	Refer Addendum
104	5.2 Substitution of Key Personnel	As a condition to such substitution, a sum equal to 20% (twenty per cent) of	The substitution of any key personnel will depend on the personal reasons of the	The penalties for replacement shall be relaxed if the reason	Refer Addendum

	Page No. 57	the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Concessionaire. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Concessionaire or termination of the Agreement.	individual. Since this project is long-term, we cannot guarantee that the person will stay with the organization. Instead of imposing penalties, request to include a clause stating that the equally qualified personnel or even more qualified must be appointed to the position.	for replacement is acceptable to the Authority.	
105	5.2 Substitution of Key Personnel Page No. 58	5.2.3. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Concessionaire or termination of the Agreement unless the reasons recorded are satisfied and substitution equal or more experienced	The substitution of any key personnel will depend on the personal reasons of the individual. Since this project is long-term, we cannot guarantee that the person will stay with the organization. Instead of imposing penalties, request to include	The replacement shall be relaxed if the reason for replacement is acceptable to the Authority.	Refer Addendum

		is acceptable in unavoidable circumstances without prejudice.	a clause stating that the equally qualified personnel or even more qualified must be appointed to the position.		
106	1.4.2 Category-1: Page No.63	**b. Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation.**	Having experience in the collection and transportation of C&D waste is very similar to the transportation of municipal waste. This involves using auto tippers for primary collection and hook loaders for secondary transportation. Experience in the collection and transportation of C&D waste or municipal waste should be considered.	The clause 1.4.2 Category category-1 (b) is modified as follows: "The specific experience in collection & transportation of C&D is added the word "(and/ or MSW)". Accordingly, the eligibility criteria shall be considered.	Refer Addendum
107	2.0 Scoring Page No.66	Specific Experience in collection & transportation of C&D waste for any government department of India using Auto tippers for primary collection and Hook loaders for secondary transportation:	Having experience in the collection and transportation of C&D waste is very similar to the transportation of municipal waste. This involves using auto tippers for primary collection and hook loaders for secondary transportation.	The scoring for A (2) pertaining to specific experience in Collection & Transportation of waste is herewith read as follows: The "specific" word stands deleted from	Refer addendum.

		a. Experience of more than 5 Years =15 Marks b. Experience of more than 3 Years=10 Marks c. Experience of more than 1 Year=08 Marks d. Iflessthan1 Year experience=0 Marks	Experience in the collection and transportation of C&D waste or municipal waste should be considered.	the sentence specific experience" The scoring clause A (2) hereby read as follows: "The experience in collection & transportation of C&D (and / or MSW)".	
108	9.1. Performance Security Page No. 50	The Concessionaire shall for the due and punctual performance of its obligations hereunder relating to the Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee, in favor of the BBMP and BSWML, in the form as set out in **Schedule-6**, (the **"Performance Security"**) for a sum of corresponding to [9% (nine per cent)] of the Bid Project Cost (based	Requesting you to reduce Performance security to 5%	A total of 9% security deposit on total capital cost shall be provided by concessionaire. However, 5% of security deposit shall be released after COD & balance shall be held for O&M period.	Refer Addendum

		on the capital costs mentioned in the document) during construction & mobilization period till Commercial Operation date of 750 TPD C&D project. The Performance Security for construction shall be released after Commercial Operation date and a fresh Performance Security for O&M shall be applicable.			
109	General	Bid Submission Due date: 26.09.2024	Kindly requesting you to provide Minimum 15 days from the date of the clarifications provided	Refer addendum	Refer Addendum

ANNEXURE-1

PROCESSING FACILITY: Locations (Latitude & Longitude)

1. Package – 1- (Kannuru) - 13.10783, 77.65777 - https://maps.app.goo.gl/V2x1WhnAPcoKgmcK6
2. Package - 2 (Chikkajala) - 13.16314, 77.64103 - https://maps.app.goo.gl/vLAJRrUABwF912HL8
3. Package - 3 (Chikkajala) - 13.16314, 77.64103 - https://maps.app.goo.gl/vLAJRrUABwF912HL8

TRANSFER STATION: Locations (Latitude & Longitude)

Package - 1 – 750 TPD

Transfer Station	Ward No	Zone	Ward Names	Location (Latitude & Longitude)	Google map location
1	80	East	Hoysala Nagara	12.9811, 77.63415	https://maps.app.goo.gl/twtpfidiKBN4xWnL7
2	27	East	Banasaswadi	13.0094, 77.65299	https://maps.app.goo.gl/99iBhRT7jS3MyK5R9
3	12	Dasarahalli	Shettahalli	13.07822, 77.5031	https://maps.app.goo.gl/FUyAQ2VvSZfPmiBN8
4	12	Dasarahalli	Shettahalli	13.07026, 77.51788	https://maps.app.goo.gl/NQj9p7pkssQYtkTj6
5	13	Dasarahalli	Mallasandra	13.06083, 77.51378	https://maps.app.goo.gl/STLsBJs8Dx7hpfdz5
6	13	Dasarahalli	Mallasandra	13.05729, 77.50962	https://maps.app.goo.gl/DZqTzRE4SVj7Sw6bA

Package – 2 – 500 TPD

Transfer Station	Ward No	Zone	Ward Names	Location (Latitude & Longitude)	Google map location
1	2	Yelahanka	Chaudeswari	13.11205, 77.58034	https://maps.app.goo.gl/zwtwfJMBfpnGvZo87

2	3	Yelahanka	Atturu	13.09841, 77.57104	https://maps.app.goo.gl/NeRX2T7mVug7MWfYA
3	9	Yelahanka	Vidyaranyapura	13.07145, 77.55786	https://maps.app.goo.gl/gLmTSuZ7NkF4gRH6A

Package - 3 – 500 TPD

Transfer Station	Ward No	Zone	Ward Names	Location (Latitude & Longitude)	Google map location
1	7	Yelahanka	Bytarayanapura	13.06432, 77.58404	https://maps.app.goo.gl/ZkB9p5j3Cruwv4yM7
2	32	East	Kaval Bharaisandra	13.03193, 77.61253	https://maps.app.goo.gl/9Qajmo9pFuQXW1eW7
3	21	East	Hebbal	13.03076, 77.59063	https://maps.app.goo.gl/67sZbGxkytfSmfer8